

A. G. Contract No. KR932531TRN
JPA No.: 93-147
ECS File No.: 94-47
Project: H3680 Old
Section: Design Chino Road Ext.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF DOUGLAS

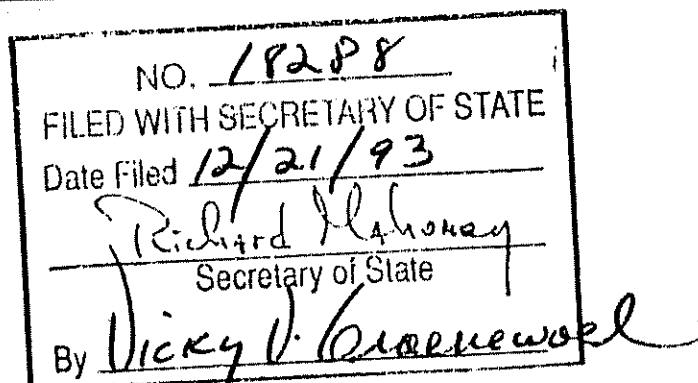
THIS AGREEMENT is entered into 21 December, 1993, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF DOUGLAS, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-1891 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. In anticipation of the approval of the North American Free Trade Agreement, the Arizona legislature has appropriated FY 93-94 funds, administered through the State Transportation Board, for United States/Mexico border area transportation improvement projects, which may include planning, engineering design, construction, maintenance or pavement preservation. The Transportation Board has approved a grant of \$119,000.00 to the City for design of improvements to the Chino Road truck route, which will involve the design of approximately 3,500 lf of new roadway and the realignment of the connection between the Port of Entry and US-191 and SR-80.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The City will:

a. Issue requests for proposals and hire an appropriate engineering consultant to design the Project to State standards. Comply with all state procurement statutes, rules and regulations.

b. Provide copies of the design documents to the State at the 30%, 60% and 95% level of completion for design review, and incorporate State's review comments as appropriate.

c. Invoice the State for grant funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$119,000.00. Be responsible for all Project costs over and above \$119,000.00.

d. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the funds within six (6) months after the effective date of the contract(s). Provide the State written reports of all fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City funds in the amount of \$119,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

City of Douglas
City Manager
425 10th Street
Douglas, AZ 85607

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF DOUGLAS

By Elizabeth N. Ames
ELIZABETH AMES
Mayor

STATE OF ARIZONA
Department of Transportation

By Harry A. Reed
HARRY A. REED
Director, Transportation
Planning Division

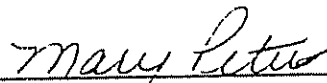
ATTEST:

By Victor Stevens
VICTOR STEVENS
City Clerk

RESOLUTION

BE IT RESOLVED on this 29th day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with City of Douglas for the purpose of defining responsibilities for conveying NAFTA grant funds to the City to design improvements for the extension of Chino Road and realign a portion of the connection between the Port of Entry and US-191 and SR-80.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


- for LARRY S. BONINE
Director

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RESOLUTION NO. 93-033

A RESOLUTION AUTHORIZING THE CITY OF DOUGLAS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO DESIGN THE REALIGNMENT OF CHINO ROAD TO CONNECT TO US-191 AND SR-80.

WHEREAS, the City of Douglas recognizes the need to move traffic safely and efficiently onto federal and state highways; and,

WHEREAS, the proposed North American Free Trade Agreement is expected to increase the flow of trade and generate more vehicular traffic in border communities; and,

WHEREAS, increased commercial development along Chino Road will continue to generate substantial flows of traffic in both the United States and Mexico; and,

WHEREAS, realignment to the intersection of US-191 and SR-80 will lead to future design improvements on Chino Road; and,

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, ARIZONA, HEREBY agree to enter into an agreement with the Arizona Department of Transportation, as approved by the City Attorney, to accept a grant in the sum of \$119,000 to select a consultant and design the realignment of Chino Road to connect to the intersection of US-191 and SR-80.

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4 PASSED and ADOPTED by the CITY COUNCIL of DOUGLAS,
5 ARIZONA, this 10th day of November, 1993.
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8 Elizabeth W. Ames
9 Elizabeth W. Ames, Mayor
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11 ATTEST:
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13 Victor M. Stevens
14 Victor M. Stevens, City Clerk
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16 APPROVED AS TO FORM:
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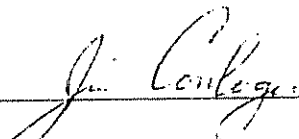
18 Jim Conlogue
19 Jim Conlogue, City Attorney
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JPA 93-147

APPROVAL OF THE CITY OF DOUGLAS ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 2nd day of December, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

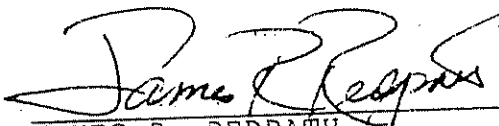
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2531-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16th day of December, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsc
8290G